

AT-WILL EMPLOYMENT AGREEMENT FOR:

CLUSTER DIRECTOR

Between

GREEN DOT PUBLIC SCHOOLS

And

DAMON HANDS

THIS AT-WILL EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named prospective employee ("Employee") and Green Dot Public Schools ("Green Dot," collectively referred to herein with Employee as the "Parties"), a Non-for-Profit California Corporation, effective **July 1, 2014**.

WHEREAS, Green Dot desires to hire employees to assist Green Dot in achieving its goals and mission.

WHEREAS, Green Dot schools have been established and operate pursuant to the Charter Schools Act of 1992 ("CSA"), Education Code section 47600, et seq.

WHEREAS, pursuant to Education Code section 47604, Green Dot elected to be formed and operate as a non-profit public benefit corporation pursuant to the Nonprofit Public Benefit Corporation Law of California (Part 2, commencing with Corporations Code section 5110).

WHEREAS, pursuant to Education Code section 47610, Green Dot must comply with the CSA and all of the provisions set forth in its charters, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

WHEREAS, Green Dot and Employee wish to enter into an employment relationship under the conditions set forth herein, the Parties hereby agree as follows:

A. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee is accepting the full-time position of Cluster Director at the Home Office.

Employee will perform such duties as Green Dot may reasonably assign, and Employee will abide by all Green Dot policies and procedures, as adopted and amended. Employee further agrees to abide by the provisions of Green Dot's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended in the sole discretion of Green Dot.

2. **Work Schedule**

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Green Dot.

3. **Compensation**

Employee will be compensated at an *annual salary of \$130,000 (\$5,416.66 paid semi-monthly)* from which Green Dot shall withhold all statutory and other authorized deductions.

4. **Employee Benefits**

Upon hire for full-time employment (at least 30 hours work per week), Employee will be entitled to participate in designated employee benefit programs and plans established by Green Dot (subject to program and eligibility requirements) for the benefit of its employees, which may be amended and modified in the sole discretion of Green Dot.

Additionally, Green Dot Public Schools will contribute an amount equal to 8.25% of your total salary to the State Teachers Retirement System.

5. **Employee Rights**

Employment rights and benefits for employment at Green Dot shall only be as specified in this Employment Agreement, Green Dot's charter, the CSA, and Green Dot's employment policies, which may be amended and modified in the sole discretion of Green Dot. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire, or accrue, tenure or any employment rights with Green Dot.

6. **Licensure**

Employee understands that employment is contingent upon verification and

maintenance of any applicable licensure credentials.

7. **Worker's Compensation**

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to each employee at the time of hire:

Companion Property & Casualty
Policy # CPCA10975
14160 Dallas Parkway #500
Dallas, TX 75254
(800) 728-0623

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

B. **EMPLOYMENT AT-WILL**

Green Dot may terminate this Agreement and Employee's employment with Green Dot at any time with or without cause, with or without notice, at Green Dot's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Green Dot's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of Green Dot. No entity other than Green Dot has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by authorized Green Dot management and by the affected employee, which must specifically state the intention to alter this "at-will" relationship.

Without impacting the at-will nature of the employment relationship, Green Dot may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with Green Dot's policy on Evaluation/Reviews.

C. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party, to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

D. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Green Dot on the terms specified herein.
2. All information I have provided to Green Dot related to my employment is true and accurate.
3. A copy of the job description is attached hereto. A copy of Green Dot's charter may be viewed at green Dot's headquarters located at 1149 S. Hill St., Ste. 600, Los Angeles, CA 90015.
4. This is the entire agreement between Green Dot and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: [Signature] Date: 5-28-2014

Address: 2149 Kallin Ave, Long Beach CA 90815

Telephone: 213-393-7681

Green Dot Public Schools Approval:

Dated: 5/29/14

[Signature]
Chief Information Officer

This Employment Agreement may be subject to ratification and approval by the Governing Board of Green Dot.